

**ZB# 81-13**

**Moulton / Denisar**

**40-3-37**

81-13

Moulton / Denisar

Public Hearing:

June 8, 1981.

Use Variance

5/24/81. Notice to Sentinel ✓

OC PD ~~to be~~  
5/20/81. notified.

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~~Fee due \$50.00~~

Fee paid - 80.

Decision needed

# General Receipt

4612

**TOWN OF NEW WINDSOR**

555 Union Avenue  
New Windsor, N. Y. 12550

June 12 19 81

Received of

Joanne S. Menisar

\$ 50.00

Fifty and 00/100

DOLLARS

For

3 B.A. 81-#13

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>50.00</u>		
<u>ck.</u>		

By

Pauline G. Townsend cm

Town Clerk

Title

Williamson Law Book Co., Rochester, N. Y. 14609

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x

In the Matter of the Application of  
JOANNE S. DENISAR and THELMA D. MOULTON  
#81-13.

DECISION GRANTING  
USE VARIANCE.

-----x

WHEREAS, JOANNE S. DENISAR, contract purchaser, of 26 Spring Rock Road, New Windsor, N. Y. and THELMA D. MOULTON, owner of property located at 271 Quassaick Avenue, New Windsor, N. Y., hereby make application for a use variance to operate a nursery school and residence in an NC (neighborhood commercial) zone; and

WHEREAS, a public hearing was held on the 8th day of June, 1981 at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, applicant, JOANNE S. DENISAR, was represented by Jerald Fiedelholtz, Esq. of 270 Quassaick Avenue, New Windsor, N. Y.; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant, JOANNE S. DENISAR, is the contract purchaser of a certain parcel of property located at 271 Quassaick Avenue in an NC zone; the same property is owned by applicant, THELMA D. MOULTON. The property in question contains a professional building which has been vacant since its construction 9 years ago.

3. The evidence shows that the applicant, DENISAR, intends

to operate a nursery school on the premises and reside on the second floor of the building.

4. The evidence presented to the Board indicates that this property has been on the real estate market for the past 9 years but has not been used for the purposes for which it was constructed.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of law in this matter:

1. There is an indication of hardship to the land since the property has been vacant for the past 9 years.

2. The evidence indicates that the plight of the applicant is due to unique circumstances and not to general conditions suffered by other persons within the zone.

3. The evidence shows that the application as presented does not alter the essential character of the neighborhood.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor grants a use variance as applied for with the following restrictions:

1. Ingress and egress signs be erected at the point of traffic flow onto Route 94.

2. Hours of operation be from 8 a.m. to 5:30 p.m.

3. Age limit for children: 3 to 5 years of age.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and the applicant's attorney.

Dated: August 10, 1981.

*S/ Daniel P. Kontol*  
Vice Chairman

# Rainbow Center for Children

2BA agenda -  
5/9/83.  
file

271 QUASSAICK AVENUE  
NEW WINDSOR, NY 12550  
TEL. (914) 561-7715  
JOANNE S. DENISAR, DIRECTOR

25 April 1983

New Windsor Zoning Board  
New Windsor Town Hall  
555 Union Avenue  
New Windsor, New York  
12550

Dear Board Members,

In my original application for the Rainbow Center I had requested taking children ages 3 thru 6 years of age, not realizing that we have a great need for the younger children as well.

In order for me to take younger children, I must have a letter from your board giving me permission to have children three months thru six years of age.

Sincerely,

*Joanne S. Denisar*

RECEIVED  
ATTORNEY'S OFFICE  
TOWN OF NEW WINDSOR

APR 28 1983

BY Patricia Delio

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-33A of the  
Zoning Ordinance on the following proposition:

Appeal No. 13

Request of JOANNE S. DENISAR and THELMA D. MOULTON  
for a VARIANCE ~~SPECIAL PERMIT~~ of  
the regulations of the Zoning Ordinance to  
permit a Residence and Nursery School,

being a VARIANCE ~~SPECIAL PERMIT~~ of  
Section 48-9 - Table of Use Regulations  
for property situated as follows:

Section 40, Block 3, Lot 37

271 Route 94, Town of New Windsor, N.Y.

SAID HEARING will take place on the 8th day of  
June, 1981, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
8 o'clock P. M.

RICHARD FENWICK  
Chairman

(914) 565-8550

June 11, 1981

Ms. Joanne Denisar  
26 Spring Rock Road  
New Windsor, N. Y. 12550

RE: APPLICATION FOR USE VARIANCE  
#81-13

Dear Joanne:

This is to confirm that your above application for a use variance was granted at the June 8, 1981 meeting of the Zoning Board of Appeals.

Formal decision will be drafted at a later date and acted upon at an upcoming meeting of the Board. You will be receiving a copy in the mail. However, you may proceed immediately with your project.

Good luck!

Very truly yours,

PATRICIA DELIO, Secretary  
New Windsor Zoning Board of Appeals

/pd

cc: Town Planning Board  
Howard Collett, Town Building/Zoning Inspector



(Parking)

(.052)

50'

50'

900 sq'

894 sq' (6000 TOTAL sq')

1420 sq'

801 sq'

Exit

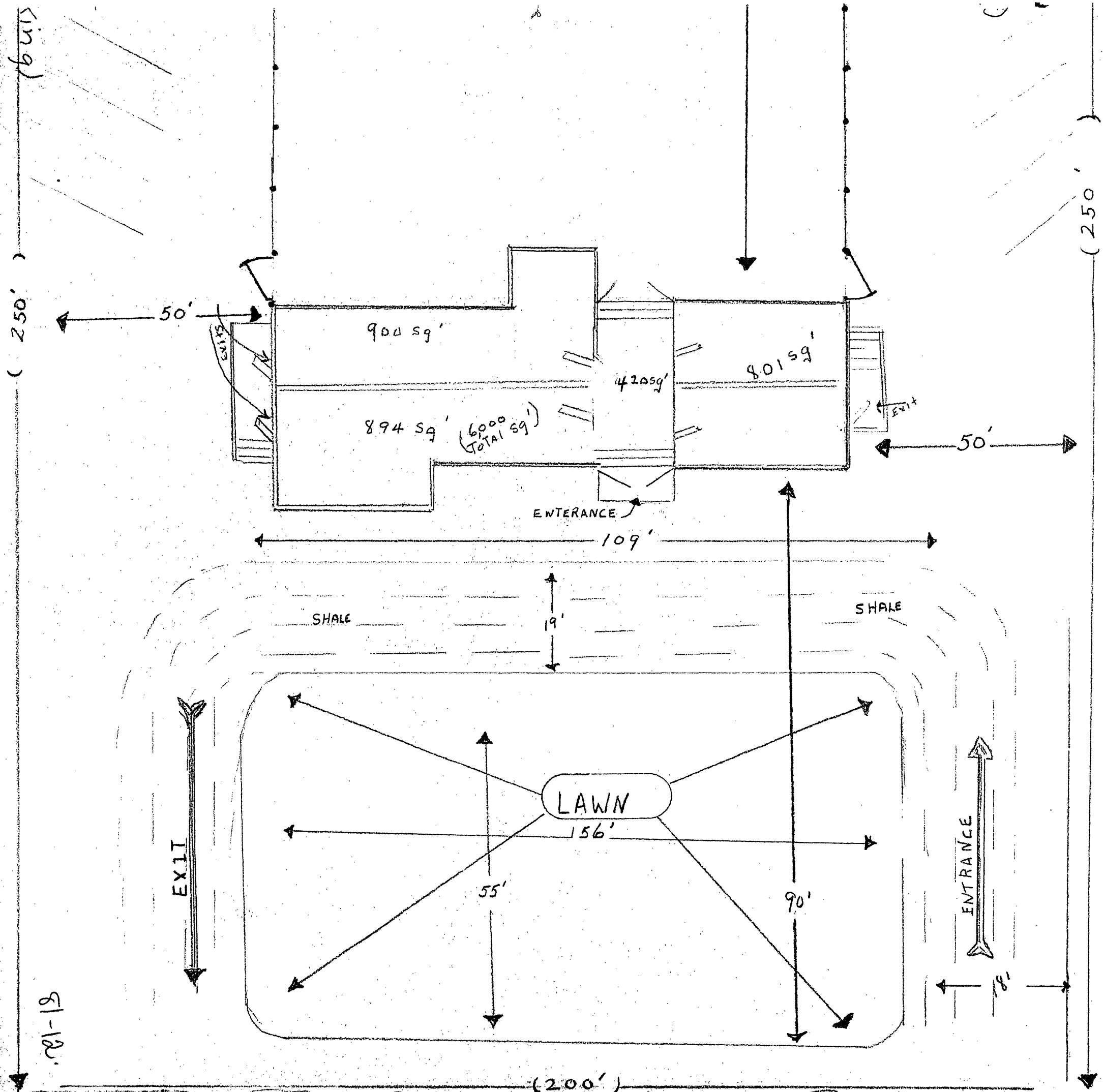
50'

130'

FENCING  
4' High

(Parking)

(250')



4 Lots (267-269-271) 2 Nassick Avenue Route 94

Denisar

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

81-13  
(Number)

May 12, 1981  
(Date)

I. Applicant information:

- JOANNE S. DENISAR, (914/561-7715)  
(a) 26 Spring Rock Road, New Windsor, New York 12550  
(Name, address and phone of Applicant)  
(b) Joanne S. Denisar (914/561-7715)  
26 Spring Rock Road, New Windsor, New York 12550  
(Name, address and phone of purchaser or lessee)  
(c) Jerald Fiedelholz, P.C. (914-562-4630)  
270 Quassaick Ave., P. O. Box 4088, New Windsor, NY 12550  
(Name, address and phone of attorney)  
E. S. Panarello & Associates, Inc. (914/562-6800)  
(d) 257 North Plank Road, Newburgh, New York 12550  
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance  
☐ Area variance  
☐ Sign variance  
☐ Special permit

III. Property information:

- (a) Neighborhood  
Commerc. 270 Quassaick Avenue 40 3 37 200' x 250'  
(Zone) (Address) (S B L) (Lot size)  
(b) What other zones lie within 500 ft.? Commercial, Res.  
(c) Is a pending sale or lease subject to ZBA approval of  
this application? Yes  
(d) When was property purchased by present owner? 4/27/79  
(e) Has property been subdivided previously? No When?         
(f) Has property been subject of variance or special permit  
previously? No When?

81-13  
(Number)May 12, 1981  
(Date)

## I. Applicant information:

- JOANNE S. DENISAR, (914/561-7715)  
(a) 26 Spring Rock Road, New Windsor, New York 12550  
(Name, address and phone of Applicant)  
(b) Joanne S. Denisar (914/561-7715)  
26 Spring Rock Road, New Windsor, New York 12550  
(Name, address and phone of purchaser or lessee)  
(c) Jerald Fiedelholz, P.C. (914-562-4630)  
270 Quassaick Ave., P. O. Box 4088, New Windsor, NY 12550  
(Name, address and phone of attorney)  
E. S. Panarello & Associates, Inc. (914/562-6800)  
(d) 257 North Plank Road, Newburgh, New York 12550  
(Name, address and phone of broker)

## II. Application type:

- ☒ Use variance  
☐ Area variance  
☐ Sign variance  
☐ Special permit

## III. Property information:

- (a) Neighborhood 270 Quassaick Avenue 40' 3' 37' 200' x 250'  
(Zone) Commerc. (Address) (S B L) (Lot size)  
(b) What other zones lie within 500 ft.? Commercial, Res.  
(c) Is a pending sale or lease subject to ZBA approval of this application? Yes  
(d) When was property purchased by present owner? 4/27/79  
(e) Has property been subdivided previously? No When?         
(f) Has property been subject of variance or special permit previously? No When?         
(g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? No. If so, when         
(h) Is there any outside storage at the property now or is any proposed? Describe in detail. No

☒ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_, to allow

One-family Residence and Nursery School  
(Describe proposed use)

- (b) ✓ The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Building is now in a commercial area, surrounded by a barber-shop, florist, law offices, dry cleaners, shoe store, and delicatessen, and it would be an unfair hardship not to grant requested use variance to applicant; the building has been vacant for many years because of its unusual design, but is ideally suited for the proposed purposes of the applicant, with slight modification

☐ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

\* Residential districts only

\*\* Non-residential districts only

Residence and Nursery School  
(Describe proposed use)

- (b) ✓ The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Building is now in a commercial area, surrounded by a barber-shop, florist, law offices, dry cleaners, shoe store, and delicatessen, and it would be an unfair hardship not to grant requested use variance to applicant; the building has been vacant for many years because of its unusual design, but is ideally suited for the proposed purposes of the applicant, with slight modification

☐ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

\* Residential districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

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VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VI.

Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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☐ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.
- (b) Describe in detail the use and structures proposed for the special permit.

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☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Building has been vacant for many years; proposed purchaser intends to do extensive landscaping in all areas of property; she also intends to invest a great deal of money in the interior and exterior decorating of the building, install lighting, etc., pave the front drive, and fence and/or screen an area in the rear for the children, no part of which will be visible from the highway fronting the premises

☒ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or Franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions. *(if applies)*
- ☒ Check in amount of \$ 50.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping

- (b) Describe in detail the use and structures proposed for the special permit.

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VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or Franchise agreement.
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- ☒ Copy(ies) of sign(s) with dimensions. *(if applies)*
- ☒ Check in amount of \$ 50.00 payable to Town of New Windsor.

Photos of existing premises which show all present signs and landscaping.

*N/A.* All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.

*N/A* Other

X. AFFIDAVIT

Date May 12, 1981

STATE OF NEW YORK)  
COUNTY OF ORANGE ) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

*Joanne S. Denisar*  
(Applicant)  
Joanne S. Denisar

Sworn to before me this

12<sup>th</sup> day of May, 19 81.

*Lucy E. Hill*

LUCY E. HILL  
Notary Public State of New York  
Qualified in Orange County  
Commission Expires March 30, 1982

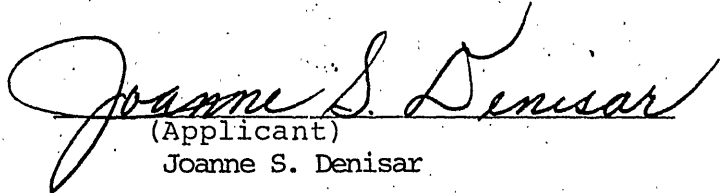
XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_
- (b) Variance is \_\_\_\_\_  
Special Permit is \_\_\_\_\_
- (c) Conditions and safeguards: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

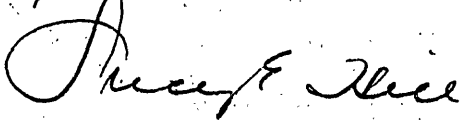
STATE OF NEW YORK)  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

  
(Applicant)  
Joanne S. Denisar

Sworn to before me this

12<sup>th</sup> day of May, 19 81.



LUCY E. HILL  
Notary Public State of New York  
Qualified in Orange County  
Commission Expires March 30, 1982

XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_
- (b) Variance is \_\_\_\_\_  
Special Permit is \_\_\_\_\_
- (c) Conditions and safeguards: \_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.



# COUNTY OF ORANGE

LOUIS HEIMBACH, County Executive

## Department of Planning

124 MAIN STREET (1887 Building)  
GOSHEN, NEW YORK 10924  
TEL. (914) 294-5151

Peter Garrison, Commissioner

Richard S. DeTurk, Deputy Commissioner

June 1, 1981

Mr. Richard Fenwick, Chairman  
Town of New Windsor Z B A  
555 Union Avenue  
New Windsor, New York 12550

Re: Denisar  
Variance  
Our File No. NWT-8-81M

Dear Mr. Fenwick:

We have reviewed the above application in accordance with the provisions of Section 239, 1 and m, Article 12-B of the General Municipal Law of the State of New York.

We hereby return the matter for final local determination.

Sincerely,

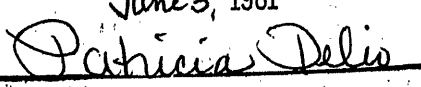
Peter Garrison  
Commissioner of Planning

Reviewed by  Joel Shaw  
Senior Planner

PG:rtt  
Enc.

RECEIVED  
AT THE OFFICE/2BA  
TOWN OF NEW WINDSOR

June 3, 1981

BY: 

6/8/81 Public Hearing - Denisar/Moulton

Name:

Address:

Maria P. Alidry

3 Kane Court, Newburgh

Mary Quinn ✓

27 Spring Rock Rd New Windsor

Chris Denisar

26 Spring Rock Road

Jean L. Walsh

5 Herbert Horner Drive

Fredrick J. Warner

P.O. Box 148 Newburgh N.Y.

Dolores Duck

13 Margaret Place, N.Y.

Marilyn McMahon

9 Willow Lane N.W.

Ed Moulton

15 Homestead Cornwall-on-Hudson

Charles Obrowski

1030 X 275 Cornwall Hudson

Benedetto D'Angelo

273 Quassaick Ave

~~Benedetto D'Angelo~~

273 Quassaick Ave

Tom McMahon ✓

31 Cross St.

Jean McMahon

31 Cross St.

Hermes Maldonado

282 Quassaick Ave

George J. Vecchi

4 Schoonmaker Drive

Colin Nelson

279 Quassaick Ave

Edna Pilson ✓

" " "

Richard Penrose

✓ no objection

265 Quassaick Ave



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

47 on list

Sole Assessor

Paula King

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

May 11, 1981

Joanne Denisar  
26 Spring Rock Road  
New Windsor, N.Y.

Re: 40-3-37

Dear Mrs. Denisar:

According to my records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$45.00. Please remit same to the Town Clerk, Town of New Windsor.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Paula Sarvis'.

PAULA SARVIS

ASSESSOR

Town of New Windsor





1763

# OFFICE OF THE ASSESSOR

## TOWN OF NEW WINDSOR

Sole Assessor

Paula King

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

47

Blumenfeld Berek  
Rosen David  
1716 54th. Street  
Brooklyn, N.Y. 11201

Warmers Constr. Corp.  
P.O. Box 148  
Newburgh, N.Y. 12550

Midway Deli Inc.  
21 Olympus Road  
Highland Falls, N.Y. 10930

De Toro Gus & Della  
Thorpe Adelbert G. & Grace S.  
260 Quassaick Ave.  
New Windsor, N.Y. 12550

Di Giugno Andrew & Anna  
258 Quassaick Ave.  
New Windsor, N.Y.

Sun Oil Co.  
6-7785-06  
Tax Dept.  
1608 Walnut Street  
Philadelphia, Pa. 19103

Panella Emilio  
410 Bloomingrove Tpke.  
New Windsor, N.Y. 12550

Fiedelholtz Jerald & Rachel  
10 Stonecrest Drive  
New Windsor, N.Y. 12550

Kryzaniwsky George P.  
277 Quassaick Ave.  
New Windsor, N.Y. 12550

Poliotti Angelo & Naomi  
276 Quassaick Ave.  
New Windsor, N.Y. 12550

Pacione Anthony & Sylvia  
278 Quassaick Ave.  
New Windsor, N.Y. 12550

Terrasi Alfonso & Rita M.  
280 Quassaick Ave.  
New Windsor, N.Y. 12550

Maldonado Herminio & Zelandia  
282 Quassaick Ave.  
New Windsor, N.Y. 12550

Yanakakis John & Ann A. <sup>v3</sup>  
284 Quassaick Ave.  
New Windsor, N.Y. 12550

Rubino Salvatore J. & Marie A.  
10 Jay Street  
New Windsor, N.Y. 12550

Suchoff Joshua & Phyllis  
14 Jay Street  
New Windsor, N.Y. 12550

Cervoni Gilda M. & Louis J.  
39 Cross Street  
New Windsor, N.Y. 12550

Scalzo Angelo & Mary  
35 Cross Street  
New Windsor, N.Y. 12550

Davis Clifford & Marie  
33 Cross Street  
New Windsor, N.Y. 12550

✓ Mc Mahon Thomas J. & Joan L.  
31 Cross Street  
New Windsor, N.Y. 12550

Alessi Angelo & Anna M.  
29 Cross Street  
New Windsor, N.Y. 12550

✓ Coppola Edgar P. & Rose M.  
27 Cross Street  
New Windsor, N.Y. 12550

Cimorelli Virginia  
25 Cross Street  
New Windsor, N.Y. 12550



1763

## OFFICE OF THE ASSESSOR

## TOWN OF NEW WINDSOR

Sole Assessor

Paula King

555 Union Avenue

New Windsor, New York 12550

(914) 565-8808

Medina Antoinette  
23 Cross Street  
New Windsor, N.Y. 12550

Farley Edward W. & Jane R.  
21 Cross Street  
New Windsor, N.Y. 12550

Vecchio George J. & Julia M.  
4 Schoonmaker Drive  
New Windsor, N.Y. 12550

Diamonti Patrick J. & Gloria M.  
6 Schoonmaker Drive  
New Windsor, N.Y. 12550

Gillen Kathryn E.  
289 Quassaick Ave.  
New Windsor, N.Y. 12550

Angelone Joseph A. & Jennie P.  
RD2, Moores Hill Road  
New Windsor, N.Y. 12550

Legette Willie L. & Martha  
283 Quassaick Ave.  
New Windsor, N.Y. 12550

Nillson Gosta & Adelaide  
279 Quassaick Ave.  
New Windsor, N.Y. 12550

Grant Martin B.  
Rock Acres  
Cornwall, N.Y. 12518

Pennisi Richard J. & Ruth F.  
265 Quassaick Ave.  
New Windsor, N.Y. 12550

Carrier Russell H. & Carol M.  
263 Quassaick Ave.  
New Windsor, N.Y. 12550

Grzibowski John S. &  
Buser Mary  
261 Quassaick Ave.  
New Windsor, N.Y. 12550

Fabiszak Walter J. & Jeanne L.  
259 Quassaick Ave.  
New Windsor, N.Y. 12550

Bellesimo Jr. Anthony J. &  
Hedlund Kathleen D.  
46 Cross Street  
New Windsor, N.Y. 12550

Schiffman Bessie & Sanet Doris  
4001 So. Ocean Dr. PH 2  
Hollywood, Florida 33020

Pearl Rose  
22 Cross Street  
New Windsor, N.Y. 12550

Bordonaro Joseph & Carmela  
24 Cross Street  
New Windsor, N.Y. 12550

Martini Anthony J. & Virginia  
26 Cross Street  
New Windsor, N.Y. 12550

Aulogia Louis & Elaine  
8 Lillian Place  
New Windsor, N.Y. 12550

Holt Holger C. & Evelyn M.  
32 Cross Street  
New Windsor, N.Y. 12550

Lampack William & Evelyn  
34 Cross Street  
New Windsor, N.Y. 12550

Dittbrenner George C. & Mildred L.  
36 Cross Street  
New Windsor, N.Y. 12550

Miller Joseph S. & Helen M.  
38 Cross Street  
New Windsor, N.Y. 12550

Bolduc Josephine  
44 Cross Steet  
New Windsor, N.Y. 12550

**WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH").**

**CONSULT YOUR LAWYER BEFORE SIGNING IT.**

**NOTE: FIRE AND CASUALTY LOSSES:** This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

Date:  
Parties:

**CONTRACT OF SALE** made as of the **28th** day of **April**, 19**81**  
BETWEEN **THELMA D. MOULTON**

Address: **23 Wintergreen Avenue, Town of Newburgh, Orange County, New York**

hereinafter called, "SELLER", who agrees to sell, and

**JOANNE S. DENISAR**

Address: **26 Spring Rock Road, Town of New Windsor, Orange County, New York**

hereinafter called "PURCHASER", who agrees to buy:

Premises:

The property, including all buildings and improvements thereon (the "PREMISES") (more fully described on a separate page marked "Schedule A") and also known as:

Street Address, **271 Quassaick Avenue, New Windsor, New York**

Tax Map Designation:

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

Personal  
Property:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom cabinets, mail boxes, building materials on site, all in used, as is condition.

Excluded from this sale are:

Furniture and household furnishings, all other personal property of seller.

Purchase  
Price:

1. a. The purchase price is  
payable as follows:

**\$ 95,000.00**

Date:  
Parties:

CONTRACT OF SALE made as of the 28th day of April, 1981  
BETWEEN THELMA D. MOULTON

Address: 23 Wintergreen Avenue, Town of Newburgh, Orange County, New York

hereinafter called "SELLER", who agrees to sell, and

JOANNE S. DENISAR

Address: 26 Spring Rock Road, Town of New Windsor, Orange County, New York

hereinafter called "PURCHASER", who agrees to buy:

Premises:

The property, including all buildings and improvements thereon (the "PREMISES") (more fully described on a separate page marked "Schedule A") and also known as:

Street Address. 271 Quassaick Avenue, New Windsor, New York

Tax Map Designation:

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

Personal  
Property:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mail boxes, ranges, refrigerators, building materials on site, all in used, as is condition.

Excluded from this sale are:

Furniture and household furnishings, all other personal property of seller.

Purchase  
Price:

1. a. The purchase price is	\$ 95,000.00
payable as follows:	
On the signing of this contract, by check subject to collection:	\$ 2,000.00
to be held by seller's attorney until closing	
By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S):	\$
By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER:	\$ 82,500.00
BALANCE AT CLOSING:	\$ 10,500.00

b. If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ 150.00 for its preparation.

c. If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in Paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

d. If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc., SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:  
Mortgage now in the unpaid principal amount of \$ \_\_\_\_\_ and interest at the rate of \_\_\_\_\_  
per cent per year, presently payable \_\_\_\_\_ in installments of \$ \_\_\_\_\_  
which include principal, interest,  
and with any balance of principal being due and payable on \_\_\_\_\_

2 (a) This contract is subject to the purchaser obtaining approval of the town authorities for a Nursery School, such approval to include the Town Zoning Board and the Town Planning Board. If this approval is not granted, this contract will become null and void and all monies will be returned without penalty.

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

3. All money payable under this contract, unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of **Five Hundred (\$ 500.00)** dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

4. The PREMISES are to be transferred subject to:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- Such state of facts that an accurate survey and personal inspection may reveal, provided same do not render title unmarketable.**
- Covenants, easements, agreements, consents and restrictions of record.
- Purchaser obtaining Certificate of Occupancy at her expense if one is required. Purchaser shall make all repairs necessary to obtain same.
- Premises are sold "as is" both as to physical condition and zoning requirements, and seller makes no representations as to either matter.
- ~~The purchase money first mortgage shall be in the amount of \$82,500 and shall be payable \$12,500.00 @ 10% annual interest, payable 1 year from execution; \$70,000.00 @ 14% annual interest payable monthly on AUGUST 15, 1981 after execution in monthly amount of \$870.48 each month; Seller shall have right to call mortgage fully 5 years after date of execution.~~

5. SELLER shall give and PURCHASER shall accept such title as any reputable title insurer, a member of The New York Board of Title Underwriters, will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 12 of the Real Property Law.

omit

omit

Existing  
Mortgage(s):

omit

Acceptable  
Funds:

"Subject to"  
Provisions:

Title Company  
Approval:

Closing  
Defined and  
Form of Deed:

omit

SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

Existing  
Mortgage(s):

omit

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:  
Mortgage now in the unpaid principal amount of \$ \_\_\_\_\_ and interest at the rate of \_\_\_\_\_  
per cent per year, presently payable \_\_\_\_\_ in installments of \$ \_\_\_\_\_  
which include principal, interest,  
and with any balance of principal being due and payable on \_\_\_\_\_

2 (a) This contract is subject to the purchaser obtaining approval of the town authorities for a Nursery School, such approval to include the Town Zoning Board and the Town Planning Board. If this approval is not granted, this contract will become null and void and all monies will be returned without penalty.

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

Acceptable  
Funds:

3. All money payable under this contract, unless otherwise specified, shall be either:

- Cash, but not over one thousand (\$1,000.00) Dollars,
- Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of **Five Hundred (\$ 500.00 )** dollars, or
- As otherwise agreed to in writing by SELLER or SELLER'S attorney.

"Subject to"  
Provisions:

4. The PREMISES are to be transferred subject to:

- Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- Such state of facts that an accurate survey and personal inspection may reveal, provided same do not render title unmarketable.**
- Covenants, easements, agreements, consents and restrictions of record.
- Purchaser obtaining Certificate of Occupancy at her expense if one is required. Purchaser shall make all repairs necessary to obtain same.
- Premises are sold "as is" both as to physical condition and zoning requirements, and seller makes no representations as to either matter.
- ~~The purchase money first mortgage shall be in the amount of \$82,500 and shall be payable \$12,500.00 @ 10% annual interest, payable 1 year from execution; \$70,000.00 @ 14% annual interest payable monthly on AUGUST 15 1981 after execution in monthly amount of \$870.48 each month; Seller shall have right to call mortgage fully 5 years after date of execution.~~

Title Company  
Approval:

5. SELLER shall give and PURCHASER shall accept such title as any reputable title insurer, a member of The New York Board of Title Underwriters, will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

Closing  
Defined and  
Form of Deed:

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.  
If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

Closing  
Date and Place:

7. CLOSING will take place at the office of **Charles P. Obremski, Esq. 276 Hudson St. Cornwall-on-Hudson, N.Y. 12520** at **10 o'clock on June 1, 1981**, 19

Broker:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than **E.S. Panarello & Associates, Inc.** and SELLER agrees to pay the broker the commission thereby (pursuant to separate agreement) **at 1/2 of sales price, payable 1/2 on closing, 1/2 one year from clo**

Streets and  
Assignment  
of  
Unpaid  
Awards:

Mortgagee's  
Certificate  
or Letter as  
to Existing  
Mortgage(s):

Compliance  
with State  
and Municipal  
Department  
Violations  
and Orders:

Omit if the  
Property is Not  
In the City of  
New York:

Installment  
Assessments:

Apportion-  
ments:

Water Meter  
Readings:

Allowance  
for Unpaid  
Taxes, Etc.:

Use of  
Purchase  
Price to  
Pay  
Encumbrances:

Affidavit as  
to Judgments,  
Bankruptcies  
Etc.:

Deed Transfer  
and  
Recording  
Taxes:

Purchaser's  
Lien:

Seller's  
Inability to  
Convey  
Limitation

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

13. The following are to be apportioned as of midnight of the day before CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five(5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by the PURCHASER.

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey

days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

Compliance  
with State  
and Municipal  
Department  
Violations  
and Orders:

Omit if the  
Property is Not  
In the City of  
New York:

Installment  
Assessments:

Apportion-  
ments:

Water Meter  
Readings:

Allowance  
for Unpaid  
Taxes, Etc.:

Use of  
Purchase  
Price to  
Pay  
Encumbrances:

Affidavit as  
to Judgments,  
Bankruptcies  
Etc.:

Deed Transfer  
and  
Recording  
Taxes:

Purchaser's  
Lien:

Seller's  
Inability to  
Convey  
Limitation  
of  
Liability:

Condition  
of  
Property:

Entire  
Agreement:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

13. The following are to be apportioned as of midnight of the day before CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty (30) days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five(5) business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge; but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request, made within a reasonable time before CLOSING, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled and neither SELLER nor PURCHASER shall have any further rights against the other.

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.



Changes  
Must be in  
Writing:

Singular  
Also Means  
Plural:

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. The purchaser expressly agrees that she is taking the premises in an "as is" condition, and that the seller is under no obligation to provide any labor, services or materials to alter or improve the premises, anything to the contrary notwithstanding.

26. The purchaser shall at the closing provide seller with a policy of fire and liability insurance for the mortgaged premises, naming seller as a mortgagee in an amount no less than the mortgage balance, and purchaser shall keep such insurance in force for the term of the mortgage/

27. ~~XX~~ Purchaser agrees to obtain a decreasing term life insurance policy naming seller as beneficiary during the term of the mortgage, with benefits to provide for the payment of mortgage balance to seller or her assigns upon the death of mortgagor.

Thelma D. Moulton  
Thelma D. Moulton

Joanne S. Denisar  
Joanne S. Denisar

by: E.S. Panarello & Assoc. Inc.

In Presence Of:

Closing of title under the within contract is hereby adjourned to  
o'clock, at

as of 19

Dated, 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, 19

Purchaser

Assignee of Purchaser

## Contract of Sale

PREMISES

TITLE No.

SECTION

BLOCK

LOT

TO

COUNTY OR TOWN

STREET ADDRESS

any labor, services or materials to alter or improve the premises, anything to the contrary notwithstanding.

26. The purchaser shall at the closing provide seller with a policy of fire and liability insurance for the mortgaged premises, naming seller as a mortgagee in an amount no less than the mortgage balance, and purchaser shall keep such insurance in force for the term of the mortgage/ 27. ~~SM~~ Purchaser agrees to obtain a decreasing term life insurance policy naming seller as beneficiary during the term of the mortgage, with benefits to provide for the payment of mortgage balance to seller or her assigns upon the death of mortgagor.

Thelma D. Moulton  
Thelma D. Moulton

Joanne S. Denisar  
Joanne S. Denisar

by: E.S. Panarello & Assoc. Inc.

In Presence Of:

Closing of title under the within contract is hereby adjourned to \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_ o'clock, at \_\_\_\_\_; title to be closed and all adjustments to be made as of \_\_\_\_\_ 19\_\_\_\_  
Dated, \_\_\_\_\_ 19\_\_\_\_  
For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto \_\_\_\_\_ and said assignee hereby assumes all obligations of the purchaser thereunder.  
Dated, \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Assignee of Purchaser

## Contract of Sale

PREMISES

TITLE NO. \_\_\_\_\_

SECTION

BLOCK

LOT

COUNTY OR TOWN

STREET ADDRESS

TAX BILLING ADDRESS

TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



TITLE GUARANTEE-  
NEW YORK

ATICOR COMPANY

RIDER TO CONTRACT OF SALE  
FROM THELMA D. MOULTON TO  
JOANNE S. DENISAR, DATED  
April 28, 1981.

The Seller agrees he will give back a first mortgage in the amount of \$82,500.00 which shall be payable in the following manner:

\$12,500.00, at 10% annual interest, payable one year from the execution of this mortgage; and the balance of \$70,000.00 payable at 14% interest to be paid over a 20 year period from the date of the execution of this mortgage, payable in monthly installments of \$870.47.

Thelma D. Moulton  
Thelma D. Moulton

Joanne S. Denisar  
Joanne S. Denisar

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 27th day of April, nineteen hundred and seventy-nine  
BETWEEN

THELMA D. MOULTON, residing at 23 Wintergreen Avenue, Newburgh,  
New York

as executrix of the Estate of Edward C. Moulton, under the last will and testament of  
Edward C. Moulton, late of  
Town of Newburgh, Orange County, New York  
who died on the 13th day of February, nineteen hundred and seventy-nine  
party of the first part, and

THELMA D. MOULTON, residing at 23 Wintergreen Avenue,  
Newburgh, New York

party of the second part,

WITNESSETH, that whereas letters testamentary were issued to the party of the first part by the Surrogate's  
Court, Orange County, New York, on March 8, 1979 and by virtue  
of the power and authority given in and by said last will and testament, and/or by Article 11 of the Estates,  
Powers and Trusts Law, and in consideration of

Ten and 00/100 (10.00) ----- dollars,

paid by the party of the second part, does hereby grant and  
release unto the party of the second part, the distributees or successors and assigns of the party of the second  
part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the Town of New Windsor, County of Orange, State of New  
York, shown, known and designated as Lots Nos. 70, 71, 72 and 73  
on a map of lands owned by A. L. N. Realty Corp., and made by  
Theodore Jargstorf, Licensed Surveyor, dated at Newburgh, New York,  
March 1939 and filed in the Orange County Clerk's Office on May 22nd,  
1939 as a map of Windsor Acres, said map having been given a file  
number in the County Clerk's Office of No. 1145.

All the said premises mentioned above as Lots Nos. 70, 71,  
72 and 73 are conveyed SUBJECT to the following conditions and  
covenants and shall run with the title to the lands hereby conveyed  
forever:

1. That any dwelling house which shall be built, maintained or  
erected, shall be built fifty (50) feet back from the front line of the  
said lot, and that no more than one dwelling house shall be built or  
maintained on each lot of fifty (50) feet frontage.

2. That no house or structure shall be erected upon said lots  
at a lower cost than Three thousand (\$3,000.00) Dollars.

3. That no junk or other unsightly objectionable or offensive  
material shall ever be stored, kept or maintained on said premises or  
any part thereof, nor shall any cows or pigs be kept on the said  
premises or any part thereof.

SUBJECT to easement rights granted unto Central Hudson Gas and  
Electric Corporation and to the New York Telephone Company and any and

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premises or any part thereof.

SUBJECT to easement rights granted unto Central Hudson Gas and  
Electric Corporation and to the New York Telephone Company and any and  
all other utilities, of record.

BEING the same premises described in deed dated February 6, 1961  
from Gus Hydreos and Evalyn L. Hydreos, filed in the Orange County  
Clerk's Office in Liber 1582 at page 529.

Recorded Oct 15, 1979

LIBER 2145 PAGE 1143